G. R. S. IX-5]

Previous references.

L.R 12 of 1872.

1889-90

~~191~~ .

(Land Rev.)

File No. 14

Serial Nos. 1–10

Later references.

L.R. 66- 1890.

P-47

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1–10

M ~~Part~~ B for Oct, 1890

SUBJECT.

Enfranchisement of Kundur Village Malvalli Taluk purchased by Mr. H.D. Varamiengar, Advocate Mysore.

Judicial Dy

W D 88—GPB—50,000—24-7-16

Journalled

Part III

Enfranchisement of Kundur Village in Malvalli Taluk purchased by W. M. D Naraniengar, advocate.

ruled that unexpunged
Memo are liable to sale
for debts — I want to
see the decision of the
Court in that case, as
I want to know their
grounds. —

AL
6/7/20

Correspondent
for 9/July

L Brede
& Petch to Pendennis
& ors & Exam Rules
AL
6/7/20

City of Penzance Act for ch
Wayne Hughes City Exam Rules
also for Judge. PHJ 6/7

Pendennis, Exam rules & copy
of Petn of Chief Constable
and Lewis & Mutters &
Ly Chemical River Powers AL
24/7/20

Papers sent with Exam
Rules 6th July 1920

Subject Exam Rules
Enfranchising Sec Rules
Amendments
Exam Clerk long after
Exam Settlement

One memo annexed

6 July 1920

The W.S. Devon requests
the favour of the Chemical
Rivers opinion on this Petn.
Petn - Thanks Ch Clerk
Petn of W.S. Chemical Rivers
6 July 1920

Is an unexpunged
decree liable to sale by
a Civil Court? Let me see
the Pensions act.
2. From the Petition of Messrs
Nagington, it appears that
on Decree Appeal No 5 of
1884, the Chief Court

Docket No. 5 dt/ 28th April
1870 from the Inam Superin-
tendent requesting to make
certain alterations as per his
revised settlement in the
Inam Rent Register relating
to the Kundur village of
Malavalli Taluk

26th May 1879

The village of Kundur
was granted to one Kollakal
Dyaviah as Sarvamaniam
by the late Maharajah unde
a Sanad dt/ 24th July 1824 to
be enjoyed by him hereditarily
2. At the time of the Inam
Settlement which took place
in 1879-80 Inamdar thro'
his agent expressed his un-
willingness to enfranchise
the village. Mr. Syed Nasi-
-roodin the Inam Assistant
recommended confirmation
of the Inam subject to its
lapse to the state after
H.

in holding that the sannad did not convey the powers of alienation to the grantee declared that the village should remain unenfranchised.

4. Lakshmi Kanta was the registered holder having hypothecated the village previous to the Inam Settlement to one Gurukar Nari Mallah, the latter obtained a Civil Courts decree against the village, and in Execution of the same the village was sold, and it was purchased by D. Narsingar Advocate at Mysore who since petitioned the Inam Superintendent to allow him to enfranchise the village by the payment of Quit Rent

5. The Inam Superintendent accordingly allowed the village to be enfranchised on a ~~[illegible]~~ Quit rent

× 10th May 1869

⊗ in 1882

× no. 7 d/ 5-11-89

17-1-90

alterations in the Quit rent Register and he similarly addressed the Chief Secretary to the Dewan by a docket cited at the commencement of this memo to make corresponding alterations in the Quit Rent Register kept in the Dewan's office.

7. When this docket was received in the Dewan's office the Inam Superintendent was called upon to explain the circumstances under which the first settlement which took place about 12 years ago was allowed to be reopened.

8. In submitting the records of the case, the Inam Superintendent states that the village has been allowed to be enfranchised under clause D. Rule VI of the Land Inam Rules as the party (Mr. D. Narsingar) has purchased it in a public

Rule VI quoted by the Inam Superintendent does not apply to the present case. It will only apply if the alienees had been in possession of the Inam on his own right at the time of the Inam Settlement. But in the present case the Inam village was at the time of the settlement, in possession of the heirs of the original grantee and they declined to enfranchise the village. Therefore the hypothecation of the village and subsequent Civil decree and the Execution Proceedings held thereunder cannot in the least affect the reversionary interest possessed by the Government and as against the Government these Proceedings are absolutely void.

The Inam Superintendent acted ultra vires in entertaining and setting it aside for reasons which cannot be upheld under the rules. Even when the heirs of the original grantee apply to reopen first settlement by offering to enfranchise the Inam subsequently, they have to pay the quit rent leviable under the rules in arrears with interest at 4 per cent thereon from the date of the original Settlement. In the present case the auction purchaser gets off very easily without even paying this penalty

22/6/99

The discussion leading up to the Chief's order R.P. No. 2284-98 & 1st Aug 99 (Contra in the file) is instructive & it is surprising that action should have been taken in the Inam Dept. without reference to Govt. The Inam Supdt. has already

the Treasury to action the
may be necessary to order
further action to be stayed

24/June

Please see the note
prepared by the
Under Secy, which is
clear.—

The Queen Case
was wrong in having
superseded the Queen
Once the cases & Title
deed, this authority ceases.

2. The holders of
unimproved Crowns
being no right to alienate
their Crowns, & if they
alienate, the Crown will
be justified in imposing
full assessment on such
Crowns.—

3. The Revenue Act does
not exempt such Crowns
as those under notice from
sale for private debts, &
we cannot question the
action of the Courts.—

4. We must either
fully assess the Crowns
or ratify the erroneous
Superannuation made—

of by the Last Remedy can make no difference as a sale made by the Court is equivalent to that made by the owner.— The Court merely sells on behalf of the owner.—

5.— The only point that requires consideration is the equity of fully assessing the Income.— Two views are possible. Supposing that I gave to my house to A to be enjoyed by himself, his son, or grandson for life & A alienates it to a 3d person, have I right to resume the house the moment he alienates it, or must I wait till A, his son, or grandson for whose benefit I gave it cease to exist.— A may say, what do you care

consideration from him— You did not mean to take it back from me till my grandson is alive— Wait till then & take it afterwards".— I may either comply with the request, or say "I have given it for your personal use, or the personal use of your son & grandson, & since you have not kept it for your own use I take it back"

Mr Justice [illegible] is exactly in my position here.— May I alienate the house to hold the Income till the grantee's family becomes extinct, or resume it at once.— To allow the alienee to hold would be liberal, but highly inconvenient, as

In all such Cases therefore a compromise is the best course. I think we may allow the alienee to enfranchise the Inam if he agrees to pay double the Quit rent which was now charged if the Inr had agreed to enfranchise at the Inam settlement.

In this case, I would send for the alienee & explain the matter to him, & enter into a compromise. It would be harsh to resume, & inconvenient to allow it to remain unenfranchised.

AC
28/7/90

Yes - This may be proposed
[illegible]
or the original Quit rent
with arrears from the
date of settlement
with 4 per Cent.

if he does not
accept the
terms offered
resume upon the
above principle

29/7/90

cannot, under any circumstances,
dispute possession.

Read & Draft Ltr

Note.

I should be glad to see the Dewan's Pro dated 12th Oct 1888 No. 1215-17 & the papers which led to it.

I want to to know why the Govt vested the property in the Trustees. I want to see the will or copy of the will. Did the will vest it in Govt or in the Trustees?

If the papers can be got ready, the Case may be posted for hearing on the 11th Sept as requested.

AC
8/9/90

To Mr

Sir submitted
PSP
13-7
90

Read
10/9

(PJO)

the Ed C V Pallengo ~~petition~~
to Koranaiyengar's petition are posted
Copy of the Will is not available in Record
The said Executors ~~Executrix~~ rest ~~in~~
in the trustees appointed to administer
the charities of late Hatimallabbai,
Certain properties given by the Widow
of the deceased ~~late Hatimallabbai~~ for the benefit
of the Charity fund. The decree in
question as also in the list of properties
so assigned - but their assignment
cannot affect the merits of the present Case -
The decree as it stood was transferred
to the trustees - it may either be worth
anything or may turn out to be
a valueless piece of paper. The simple fact
of the transfer of the decree by the widow
with the knowledge of the Ed C was
not I think debar the Ed C from
asserting its right to question the
powers of alienation which the
original grantee had not admitted by
hopes or to impose a higher
rate of yearly rent to cure the
defect in the title

16/9/20

No 1151 dated
17th August 1920

To
Narayanayangar
of Mysore

To Purchased
an unpurchased
Queen's Plaza in a
Sale held in the
execution of a civil
Decree. The Govt
directed, that as the
Queen was unpurchased
by Govt among the allowed
to repurchase it in
the event of the property
being sold at a profit
the Govt should have
the share of the original
settlement, or a
fixed sum of 1/4 cent from

the date of purchase.

Petitioner contends that he is entitled to pay the arrears at the reduced rate of Govt rent because the sale under the Civil Court decree took place at the instance of the trustees of Maremalleppa's charities who were appointed by Govt. He argues that because Govt were cognizant of the sale & did not object to it, it amounts to a relinquishment of their reversionary right. This argument is palpably untenable. The Govt never relinquished their reversionary right & ~~if they did not object to the sale it was~~ in fact they

A Decree, in the execution of which the Inam was sold,

Govt

pl's request for the reduction of Govt rent & the remission of arrears cannot be admitted, but he may pay the arrears in instalments as requested by them at the hearing

[illegible]

[illegible]

was not cognizant of the sales. It is true that the Govt vested the property in the trustees according to the will of the donors & the exact certain amount to a relinquishment of their reversionary rights in the Inam. Besides the Govt rent or assessment is fixed, the property had a value, when it was purchased & the Govt fully were that the Inam was encumbered.

Under these circumstances, the Govt reject the appl[n] for reduction of Govt rent or remission of arrears.

Pl requested at the hearing that he may be allowed to pay the arrears of Govt rents by instalments in the current year. The Govt are pleased to accede to his request.

[illegible] 26/2/90

[illegible]

N 61
8/5/90

Put up to Dewan & Prosecutor
rules & also a Prosecutor
to file Copy of any allowance
& Enfranchisement
& Despatch Letter to Malavalli

1890

OFFICE OF THE
797
3 MAY 90
21
DEWAN OF MYSORE

41

The Supdt of Inam Settls:

The Deputy Commissioner
Mysore District

Dated 28th April
Recd 2nd May
Enclosure viz.

No. 8 of 1890-91.

Has the honor to request that the Deputy Commissioner will be so good as to direct the marginally noted alterations to be made in the Final Quit Rent Registers of the Malavalli Taluk sent from this Office.

(Signed) J. P. Grant
Supdt of Inam Settls

41
No 5

Inam Supdt's Office
Recd 28th April 1890.
" 3rd May 1890.

Has the honor to forward copy of the above to the Chief Secretary for information and corresponding alterations to be made in the Final Quit Rent Registers of the Malavalli Taluk sent from this Office.

J. P. Grant

Malavally	Taluk	
Kurigala	Hobli	
Kundoor (Sowramanem)	village	
Mysore Lutchmi Kanta Raje Urs.	No Inam Entered	Column 3
Mysore In D. Narasimha Iyer	No new alteration	
Not agreed to or Not Enfranchised	No Inam Entered	Column 10
*: Enfranchised	No new alteration	
†: To take effect from the Year (1889-90)	Remarks	

131 GR 5-5-90 3/5-

(General Serial No. 30.)

1890.

(7)

42

From

16/90

To The Superintendent of Inam settlements.

Dated 14

Despatched 16 May/90

Received

Enclosures No.

General No. 1139

No. 17

Inam Secretary

His No. 5 dated 28th April/90 intimating certain alterations to be made in the Final Quit-Rent-Register of the Malvally Taluk in connection with the Kandurre Sarvamanyam village belonging to My Lady Lutchmi Kanta Raje Urs.

—"—

With reference to the above has the honor to enquire on what ~~Special~~ grounds the Inam

was enfranchised subsequently and whether it was enfranchised on the application of the Inamdar who had originally refused enfranchisement.

2. The Inam Supdt is requested to forward to this office the application made by the Inamdar for such enfranchisement and the Inam Register and the other records connected with the case.

By order,

Under Secretary.

G.V.

Kundoora Lakshmanayam village

With reference to the above, it seems that the enfranchisement of the Village appears to have been refused at the time of the Settlement by the Inamdar and it is not clear from the Circumstances that first Settlement was allowed to be opened by the Attorney of Karanayer who is quite unconnected with the Inamdar family. And they Karanayer of Kunnakudi Shakkottai for Rao Bahadur L. Krishna Kanta Raja Urs -

Register of Kendrick Dare to be forwarded 5/6/90

1/95

1890

OFFICE OF THE DEWAN OF MYSORE 6-JUN.90 1891 34

From

The Supdt of Inam Settlt.

To The Chief Secretary to the Dewan of Mysore

Dated 5th June 1890

Received 5th June 1890

Enclosure No 6

No G of 1890-91

With reference to his Docket No 1139 dated the 14th instant, has the honor to forward the marginally noted records connected with Kundur Sannamanikam Village, Malavally Taluk, and to state that the Village in question has been enfranchised under clause D. Rule XI of the Land Inam Rules, as the party (Sl. D. Naraniengar) has purchased it

1. Naraniengars application, Regd no 7 of 1890
1 This Office Endt no 4 dt 31-1-90
1 Naraniengars application dt No 100 dt 5-3-90
1 This Office Endt no 5 dt 19-3-90
1 Inam Regr No 186 of Malavally Taluk

5

A 6-6-90

it in a public sale which has taken place in satisfaction of a Judicial decree.

It is requested that the enclosures may be returned when no longer required.

J. J. Grant

Supdt of Inam Settls.

(General Serial No. 30.)

1890.

GOVERNMENT OF MYSORE

From

Under
The Chief Secretary to the Dewan of Mysore.

To

The Registrar of the Chief Court of Mysore.

Dated 16th July 1890.

Despatched

Received

Enclosures No.

General No. 3337

No. 39

Has the honor to request that a copy of judgment or order in Mis: Second Appeal No: 5 of 1884 on the file of the Chief Court may be forwarded for reference of the Offg Dewan, at an early date.

By Order.

Under Secretary

Draftd under the Under Secy's order,

(General Serial No. 29.)

OFFICE OF THE
3572
27 JUL 90
58
DEWAN OF MYSORE

From The Registrar of the
Chief Court of Mysore.

To Under
The Secretary to the Dewan
of Mysore.

Dated 17th July 1890.

Despatched

Received

Enclosures No

General No. 3008 } 188 —8.
No. 77 }

His No. 3337/39 of the
16th instant

—"—

As requested in the above, has the honor to forward copy of Judgment passed by this Court in Miscellaneous Second Appeal No. 5 of 1884, Mallamma & Lakshmi Kanthay ...

By order

Registrar.

Perh wh Refernces
to
1877 Vol

81
25/7/90

Encl 6 Sts

In the Chief Court of Mysore.

Bangalore, Wednesday, the 2nd day of April 1884.

Before C.G. Plumer Esqre, Ag. Chief Judge.

Miscellaneous Second Appeal No. 5 of 1884 against the order of the District Judge of Mysore, in Miscellaneous Appeal Suit No. 14 of 1883.

Mullumma ——— Appellant.

Lutchmi Kante Urs —— Respondent.

Judgment.

I do not agree with the District Judge that Inams of the description of the Inam in question are not liable to attachment and sale in satisfaction of a decree of Court. The Inam rules exempt service Inams from attachment and sale. They do not exempt Inams of this description. If the District Judge held that the Inam was not liable to attachment, I do not understand

how he could proceed to appoint a receiver.

As I have said, I differ from the District Judge, and consider that the Inam in question is liable to attachment by the Court. Under the circumstances of the case, I am not prepared to interfere with the order of the District Judge appointing a receiver. I dismiss this Miscellaneous Second Appeal, but without making any order as to Costs.

(A true copy)

S. D. Sambasiva Pillai

Registrar.

(General Serial No. 30.)

1890.

From

To The Inam Supt.
D.C. Tinnevelly Dt.

Dated 31/7

Despatched 5th August 1890

Received

Enclosures No.

General No. 4429-30

No. 65-

Passing orders regarding the Iruvaamanicum village of Kundur & requesting to be informed if Karaamangar is willing to abide by same & directing the Inam Supt. not to cancel the Original Title Deed or to issue a fresh one pending the final orders of Govt.

(7)

Read. —

Letter Nos. 5 and 9 of the 28th April and 5th June 1890 respectively from the Superintendent of Inam Settlement.

No 4429-30 / 31-7-90
65 / 5-8

Order thereon:—

At the time of the Inam Settlement in 1879-80, the holder of the ~~Sarvamanyam~~ village of Kundut in the Malvalli Taluk declined its enfranchisement, and the property became inalienable. The holder in 1879 is presumed to be the holder at the settlement mortgaged the village in ~~1869~~ to one Garikari Marimallappa, and

the village was sold in July 1889 in execution of a Civil decree against the mortgagor. One Narainengar purchased the village at the Court Sale and applied to the Inam Superintendent for its enfranchisement. The Inam Superintendent granted the application "under Clause D Rule VI of the Land Inam Rules, as the party (M. D. Narainengar) has purchased it in a public sale which has taken place in satisfaction of a judicial decree", and directed the correction of the Inam Rent-Register accordingly

Verify

allowed the village to be enfranchised on a quit-rent of Rs 136 including a sum of Rs 34-14- by way of peishcush payable thereon, He ordered the current quit-rent the collection from 1889-90 as the application for enfranchisement was made in that year. — The Inam Supt states that he allowed the enfranchisement

which represents the Basic assessment of a settlement Inam since added to the assets of the village.

The Govt. considered that

2. The Inam Superintendent erred in holding that clause D Rule VI of the Land Inam Rules applied to the case of an alienee who asked for enfranchisement nearly ten years after the Inam Settlement. The mortgage of the village, the Civil decree, and the execution proceedings held thereunder cannot, in the least, affect the reversionary interest possessed by the Government. Subsequent to settlement unenfranchised Inams can only be enfranchised

on special grounds, on the application of the Inamdars themselves and not of aliences, and in the present case, no special reasons exist for ~~reopening~~ altering the settlement made so long ago as 1880.

3. Under such circumstances the Government would be quite justified in cancelling the Inam tenure and imposing full assessment on the lands in the village in question. But as such a step would operate with ~~great~~ hardship on the party concerned, the Government are not disposed to take this extreme measure, but are willing to confirm the village to Haranvengad on his agreeing to pay ~~annually double the quit rent imposable under the Rules, with effect from 1889-90~~. The Inam Supdt. Deputy Commissioner is requested to ascertain and report whether the Haranvengad is willing to ~~pay double quit rent as stated above~~ accept alternatives

4. Pending the final orders of Government, the Inam Superintendent is requested not to cancel

Dy Comrs

the additional quit rent of Rs 101-1-6 from the date of the original settlement in 1879-80, without interest, ~~as it should be from 1889-90 the date of expiration of~~ & the Combined quit-rent of No 136 from that year, or double the ~~current~~ quit rent of 101-1-6 plus 34-14-6 of No ~~136~~ from 1889-90 - ~~without paying arrears~~

31/7/90

the original ~~the original~~
Title Deed or to issue a
fresh one.

Chief Secretary.

To

The Inam Superintendent
Deputy Commissioner,
Dharwar District.

(General Serial No. 32.)
189 .

No. 1151

Name of Petitioner. M. D. Narasimha

Village. Kadabattyore

Taluk. "

District. "

Date of Arzi. 17.8.90

Date of Receipt.

Date of Disposal.

No. of Enclosures. Four

ABSTRACT.

Prays that the proceedings passed by the Govt in the matter of the enfranchisement of the Inam village of Kundur, may be re-considered for reasons stated in the Petition.

K M Naidu
Councillor
as
8/12/90

Draft
Papers
as
11/8/90

Re-draft

I would alter the draft as indicated by the corrections within — see may let him have if he pays arrears

I thought the letter

4

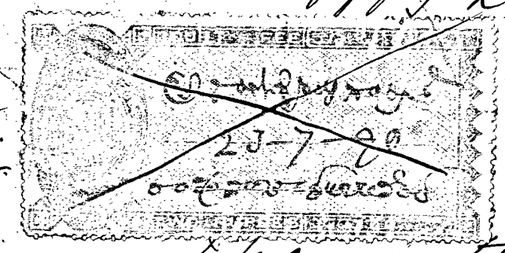
To

Stamp of Rs 2 & 8 Vchee
was struck pasted & Petition
Rs 4 was affixed
& the Petition

21
1/1880

J. R. A. Thumboo Chetty Esq
Offg Dewan of
Mysore.

Sir



15/10/80

I have the honor to request that you will be pleased to reconsider the proceedings passed by the Government of His Highness in the matter of the Inam Chizement of the Village of Kondoor as I have reason to believe that one important fact was not in existence in the mind of the Government at the time the aforesaid proceedings were made.

The facts which are skilled in the judicial sale of the Village in question were these.

One Lakshmy Kantha Rao was the owner of the Village. He by Power executed it to one Gookar Mallya in 1869. His widow Mallamma sued the said Rao and obtained a decree which made the property

+ No 44 29-30 3731 Jul 90
65

liable for the decree amount. The village was attached in the execution of the decree. Lakshmy Kantha Dasi objected to the attachment & sale on the ground that the village was unenfranchised. It was eventually ordered by the Chief Court in Mis S.A. 5 of 1885 that this village was liable to be sold. The decree was afterwards vested in the Trustees of the Maniamallappa Charitable School ~~Institution~~ that in whose progress & welfare His Highness's Govt. takes deep interest and at this instance the village was sold, purchased by me, and the sale proceeds were appropriated for the benefit of the said Institution.

When I bade for the village I did not do so on the strength of the order of the Chief Court referred to, for a recent decision of this Honorable Court in the case of Ramiya Kapaverdra Narasimhan & another V Yellappa was present in my mind. The effect of the decision of the learned Judges is, that in execution of a decree of a Civil Court, an Inam unenfranchised village is liable to be sold, but as the Government is no party to the proceeding the purchaser runs the risk of the village being

M.S. 90 of 1888

either resumed or quitrented. On the face of such ruling I would certainly not have bought the village in question & run the risk of it being resumed by the Government. Such an attempt would be an act of speculation. There was one very peculiar circumstance in this case & it was that that led & induced me to bid for it. Maliamma the decree holder petitioned His Highness to give effect to her husband's last will & testament in connection with the said Institution and placed certain properties at the disposal of Government for the above purpose. The Government by its proceedings No 1215-17 dated Mysore, the 12 October 1887 vested the said properties and of those the decree that made the village in question liable to the amount was one. When the Government thus vested the decree in the Trustees, for all intents & purposes it vested the interest centered in the decree, namely the village; and gave permission to the Trustees to work out execution sell the property & appropriate the proceeds. If the Government thought that the village was not aliunable it would not have vested the decree in the Trustees. That

all this the law requires that an assignment of a decree should be in writing & all those formalities were dispensed with in this case & the right of the Trustees to bring the village to sale was recognized by the Court solely on the proceedings of the Government above referred to. On the faith of the above proceedings of the Government I naturally thought that under the well known doctrine of estoppel that I had no sufficient reasons to apprehend any danger. Now, I believe the Government has by its act placed me in the position of Lakshmy Kanth Bose, and I am to enjoy the village during my life time & afterwards my successors. Of Course I will have no power to alienate it if not enfranchized. It is true I petitioned the Inam Supt to enfranchize the village & there was with a view to recognize in me the right to alienate. The village could only be enfranchized under Sec II cl: II of the Land Inam Rules. It does not contemplate the payment of past quit rent. The cases that contemplate such payment are those where the original holder applies. In the case of the alienee he enjoys the benefit of the property from the date of the alienation whereas in the case of the original grantee he has had the benefit of the village from the date of the Settlement. If the Government thinks it fit it may be pleased to confer on me all the rights & privileges which the Rajas had, without of course the power of alienation and this means the payment of no quit rent at all, or while levying the quit rent to excuse the payment of the same from the date of Settlement & the alternative levy double the quit rent. Failing to obtain either of the above requisitions granted I am prepared to pay the past & future quit rents as indicated in the Government proceedings. While I am thankful to His Highness's Govt for having been pleased to enfranchise the village under certain conditions, I hope that the Government will by reconsidering the matter in the light of its proceedings in settling the decree in the Trustees suit take a still more favorable view of the matter. As I said before I believe when the orders were passed the existence of the previous order of the Government was not brought to notice.

I have the honor
to remain Sir
Your most obdt & humble
Servant
M. D. Narasingiar
Advocate

Mysore
Augt 17. 905

The originals of the copies filed with the Court may be referred to.

OFFICE OF THE
5286
3- SEP 90
DEWAN OF MYSORE.

From The Superintendent
Inams Settlements.

To
The Chief Secretary to
the Government of
Mysore.

Dated 29th August
Despatched 1st sept.
Received

Enclosure No 1.

General No 34 } 1890-91

With reference to the
concluding para of the
Government proceedings No
4,429-30 dt 31st July 1890,
65
has the honor to forward
herewith Advocate Narasa-
iengar's reply of the 20th Instant.

Supdt of Inams
Settlements.

Records

Submitted that S/S
Counsellors Along
with the letters Corresp.
with the Appeal Petitions
Received & to hand-
over charge

S/S
8/9/90

A2
3/9/90

1-9-90

29 SEP 1890 OF LYO

Encl No 1594

To

Received 26/9/90

Mark

Respected Sir.

Submitted.

Mark

Page 3 9/9

The Honorable
Councillors of the
Govt. of Singapore

In case the Govern-
ment while considering
my recent application
now pending for orders, still
be of opinion that I am bound
to pay the past Quit Rents
as per proceedings of the 31st Aug.
I would respectfully still
make one more request
which, under all the circumstances
is not unreasonable & there-
fore the Govt may be pleased
to grant. The Quit Rent payable
from 1879-80 to 1889-90 is for 10 years
at Rs 101-1-6 a year. Continued Quit
Rent for the future is Rs 136-0-0. Of
the past 10 years Quit Rent I
may be allowed to pay every
year one years Quit Rent together
with the future Quit Rent of 136 Rs
& thus I will be discharging the
heavy debt in 10 years.

I have the honor
to remain Sir
Your most obedt &
humble Servt.

[illegible]

29/9/90

Singapore
Sep 25/90.

No. 1651

Appellant.
Narayangiar
of Mysore.

Endorsement. 26.9.90

(14)
509

In reply to his Petition dated 17th August 1890 Petitioner is informed that his request for the reduction of quit-rent and the remission of arrears cannot be admitted, but he may pay the arrears by instalments in the current year as requested by him at the hearing.

The enclosures are herewith returned.

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MYSORE DEWAN'S OFFICE,
PETITION DEPARTMENT,
8th Oct 1890.
Despd 15th do

By Order,

Secretary.

(General Serial No. 30).

1890.

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From

To The Dy Comm Mysore
& Supdt of Inams

Dated 8th Octr 1890.

Despatched 16

Received

Enclosures No.

General No. 8300 and 8301/
No. 493 111

Ind.l copy of decision in Appeal
No. 1157 of 17th August 1890,
Narainayangar of Mysore -
Appellant -

Before the Government of *His Highness* the Maharaja of Mysore

(15)

Appeal No. 1151 of 17th August 1890

Appellant. Narayanayangar of Mysore.

Vs.

Respondent.

Decision. 26.9.90.

Petitioner purchased an unenfranchised Inam village in a sale held in the execution of a Civil decree. The Govt directed that, as the Inam was unenfranchised, Petr can only be allowed to enfranchise it in the event of his paying 1/8 quit-rent chargeable thereon from the date of the original settlement, or a quit-rent of 1/4 a peppnent from the date of purchase. Petr contends that he is not liable to pay the arrears or the enhanced rate of quit-rent, because the sale under the Civil decree took place at the instance of the trustees of Maremalla Appa's Charities who were appointed by Govt. He argues that because Govt were cognisant of the sale and did not object to it, it amounts to a relinquishment of their reversionary right. This argument is palpably untenable. The Govt never

never relinquished their reversionary right, and in fact they had no cognisance of the sale. It is true that the Govt vested the Decree, in execution of which the Inam was sold, in the trustees according to the will of donors, and this cannot certainly amount to a relinquishment by Govt of their reversionary right in the Inam. Besides the quit-rent or a peshcush due to Govt, the property had a value, which Petr purchased and he knew fully well that the Inam was unenfranchised.

Under these circumstances the Govt reject the application for reduction of quit-rent or the remission of arrears.

Petitioner requested at the hearing that he may be allowed to pay the arrears of quit-rent by instalments in the current year. The Govt are pleased to sanction his request.

By order

Secretary

× Copy forwarded to the Dy. Commr. Mysore
○ Dtt. Also to the Supdt of Inam Settlt with encls to his Nos 9 & 34 dd 5th June and 29th August/90 respectively.

By order

Chief Secretary